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The Solicitors' Journal

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Current Topics.

The Passing of the Railway and Canal Commission.

EXACTLY sixty years ago an announcement appeared in *The London Gazette* that THE QUEEN had been pleased to appoint Sir FREDERICK PEEL, Mr. HENRY TYRWHITT JONES MACNAMARA, and Mr. WILLIAM PHILIP PRICE, to be Railway Commissioners for the purposes of the Regulation of Railways Act, 1873, which had received the royal assent some days earlier. Thus was begun what was the forerunner of the Railway and Canal Commission established by the Railway and Canal Traffic Act, 1888. It will be noted that originally none of the members of the Commission was drawn from the circle of the superior courts, but all three were exceedingly able men, Sir FREDERICK PEEL, in particular, inheriting much of his distinguished father's statesmanlike qualities, and proving himself to be the most influential member of the body for many years. On the reconstitution of the tribunal under the Act of 1888 a judge of the High Court became president, the first to undertake the duty being Mr. Justice WILLS, who held that position for a number of years, being succeeded by other judges equally eminent and qualified, with the assistance of their colleagues, for the difficult task of adjudicating between the railway companies and traders on such questions as rates, station and siding accommodation, undue preferences, and the like—all highly technical branches of law and railway administration, to the elucidation of which successive leaders of the Bar were accustomed to devote their analytical powers. It could never be said that the Commission was ever a particularly exhilarating court, but after all, law courts have not been devised to be spectacular; their function is judicial, and the Commission certainly merited this designation. It continued to function well, but then came the war, and after its termination the grouping of the various railway companies called into being a completely new set of conditions, and to deal with these a new tribunal was considered essential—the Railway Rates Tribunal,—which was set the arduous task of classifying rates, classifying merchandise, the settlement of schedules of standard charges, owner's risk rates, and a host of other matters of extreme importance but of equally extreme complexity. The discharge of these functions by the Railway Rates Tribunal left the Commission with practically none of its original jurisdiction, but some fresh duties were devolved upon it under the Mines (Working Facilities and Support) Acts of 1923 and 1925, but new applications under those statutes would appear not to have been numerous, and indeed the Commission has now, after some sixty years of useful work, been found to have no longer any very obvious *raison d'être*, hence the Bill which has been introduced into the House of Lords for its abolition and consequent transfer to the Railway Rates Tribunals of certain duties and to the High Court of its special functions under the Mines Acts. The Bill will no doubt in due course become transformed into a statute, and thus an important chapter in the history of railway administration comes to an end.

A Distress that Failed.

ALTHOUGH the interesting tithe dispute in *Warden and Scholars of New College, Oxford* v. *Davison* (*The Times*, 27th July) was decided by Mr. Justice SWIFT wholly on the facts of the case, his lordship also enunciated the law on an important question affecting the owners of tithe rents. A purported distress had been levied on the defendant's lands in respect of certain tithe rent-charges, but no notice of any intention to levy a distress had been given by the bailiff. His lordship held that it was quite clear that the owner of a tithe rent could not distrain unless he had given ten days' notice as provided by s. 81 of the Tithe Act, 1836. That right was not affected by the Tithe Act, 1891, s. 2 of which took away the power of the owner to act himself and in lieu thereof provided that proceedings had to be taken through the County Court. To execute its order the court appointed a person who had the same powers as the owner of the tithe rent and no greater. On the facts, it appeared that the bailiff went to the defendant's land, saw fourteen heifers, made a note to the effect in his book, did nothing else, said nothing about it to anybody, and went away. His lordship held on the facts that this was no distress as the bailiff had done nothing expressing any intention, and he was in no position to identify the heifers in any way. Having done that, the bailiff purported to sell an unascertained eleven out of the fourteen to New College, Oxford. There was nothing to identify the eleven which he purported to sell and it was quite clear that the property in them never passed to New College. When the plaintiffs tried to get possession of the heifers it was found that the animals had disappeared, and on a subsequent demand by the plaintiff's solicitors the defendant denied all knowledge of the matter. The plaintiffs sued for an order for delivery up of chattels and/or for damages for their alleged detention or conversion. His lordship gave judgment for the defendant with costs, on the ground that no title in any of the heifers had ever passed to the plaintiffs, as well as on the legal ground that no notice had been given to satisfy s. 81 of the Tithe Act, 1836.

Gratuitous Promises.

IT has long been firmly established in English law that a mere promise to give a donation to a person or institution is not binding, unless indeed it is undertaken under seal. This is well illustrated by the case of *In re Hudson* (1885), 33 W.R.

819. There, A verbally promised to give £20,000 to the Jubilee Fund of the Congregational Union, and also filled up and signed a blank form of promise, not addressed to anyone, but headed "Congregational Union of England and Wales Jubilee Fund," whereby he promised to give £20,000, in five equal annual instalments of £4,000 each, for the liquidation of chapel debts. A paid three instalments within three years from the date of his promise, and then died, leaving the remaining two instalments unpaid and unprovided for. On a claim by the Congregational Union for the £8,000 on the ground that they had been led by A's promise to incur liabilities which otherwise they would not have undertaken, PEARSON, J., held that the claim failed, as there was no consideration to support the promise. That decision has recently been followed by the Nova Scotia Supreme Court in *In re Boutiller's Estate* (1933), 6 Maritime Provinces Reports, 229, where the deceased had promised a handsome donation to the governing body of Dalhousie University, but died before carrying out his promise. Again, a strong argument was advanced in support of the validity of the promise based on the fact that the University authorities had embarked upon expenditure on the faith of the promise being fulfilled; again, however, this circumstance was held not to avail the claimants and not to atone for the absence of consideration. In the elaborate judgment of CHISHOLM, C.J., various cases were cited, some of the United States courts and others of Canadian courts, where legal force has been given to gratuitous promises by the action taken by the promisee on the faith of the promise —a not unnatural recoil from the oft-times inconvenient application of the doctrine of consideration—but the Chief Justice came to the conclusion that in the case before the court it was not within the legal power of the University to impose a liability not theretofore resting on the promisor by any independent action of its own. As is generally known, Scots law has not paid such homage to the doctrine of consideration as has the law of England. The different attitude it adopts has been amusingly expressed by Mr. AUGUSTINE BIRRELL in his essay on "Nationality," where, after recalling that by English law a promise made without a monetary or otherwise valuable consideration is a thing of nought and can safely be disregarded, he goes on to point out that if an Englishman, moved by the death of his father, says hastily to a maiden aunt who has made the last days of his progenitor easy, "I will give you £50 a year," and then repents him of his promise, he is under no legal obligation to make it good. If he is a gentleman he will send her a £10 note at Christmas and a fat goose at Michaelmas, and the matter drops as being but the babble of the sick-room. But in Scotland, Mr. BIRRELL continues, the maiden aunt, provided she can prove the promise, can secure her annuity and live merrily in Peebles for the rest of a voluptuous life! There is something to be said for the sanctity of a promise, and Scots law says it.

A Wife committed for Husband's Rates.

A WOMAN involved in committal proceedings for non-payment of rates at Willesden appears, according to a Press account of the proceedings, to have told the magistrate a remarkable story. Her husband had carried on his business on the premises in question, but had transferred business and premises into her name and then gone bankrupt. Although after this transaction he had continued to take the profits of the business, he had failed to pay the rates. The magistrate, while expressing sympathy with the woman, said that he had no alternative but to commit her, and could only make the suggestion that before she went to prison she should rate her husband in the other sense. She asked if she could have the premises re-transferred to him, but the magistrate pointed out that this was not feasible in the case of an undischarged bankrupt. The report is a short one, but it suggests several legal problems. Willesden being outside the Administrative County of London, the Rating and Valuation Act, 1925, applies under s. 70, and by 2 (3), proviso (*b*), a magistrate is not to issue a warrant of commitment for a general rate if satisfactory proof is adduced that failure to pay is due to circumstances beyond the defendant's control. Presumably this proviso was not applicable, but the report does not make the reason for this clear. Presumably also the woman knew of the transfer and either adopted it or failed to repudiate it, so rendering herself liable to the rates. If the husband had placed the house in her name without her knowledge she could no doubt have repudiated it, for the "*damnosa hereditas*" is not a feature of English law; see *Townson* v. *Tickell* (1819), 3 B. & Ald. 31. Repudiation is, of course, subject to the doctrine of approbation and reprobation, which forbids a donee to repudiate the powder in a gift of jam. The office of trustee has on occasion required one who has accepted it to take the burden of leaseholds, as in *Beauclerk* v. *Ashburnham* (1845), 3 Beav. 322, where Lord LANGDALE forced the risk on trustees, though he observed that, in their place, he would have been equally unwilling to incur it. A trustee or agent may, of course, be responsible for rates, and in *R.* v. *Egerton* (1902), 46 SOL. J. 452, the secretary of a company was committed in respect of rates due on its premises, but the order was quashed on *certiorari*, apparently on proof that the secretary's name had been placed on the rate-book without his knowledge or consent.

A Coroner on a Perverse Verdict.

IN a recent inquest on a dock labourer, it was stated that, three years ago, the man had fallen off the tailboard of a van during his employment and sustained certain injuries. After attending hospital for two months, however, he appeared to be cured. At the inquest a doctor testified that the death was due to a tumour, and was neither caused nor accelerated by the accident. The jury, nevertheless, brought in a verdict of accidental death, adding a rider that it was due to the fall. The coroner observed that the verdict was "perfectly perverse" and absolutely against the weight of the evidence, adding that its only possible effect would be to lure the widow on to take proceedings at law on the faith of it and lose money on the failure of her claim. From the woman's position, however, it would hardly appear likely that she could finance her claim herself, and solicitors, with the case of *Bird* v. *Keep* [1918] 2 K.B. 692 before them, and the others cited in our previous note, 73 SOL. J., pp. 18 and 651, would not over-estimate the weight of the verdict. Thus, the harm done might be limited to raising false hopes, though in the present case the coroner promptly discounted this possibility. The question may perhaps be considered, now that grand juries are to be abolished, and coroners' inquests attend on murder trials, whether the ancient procedure has not outlived its use. It is clear, however, that some of the coroners' powers, notably to direct a post-mortem examination immediately after a death, and to collect and marshal evidence at the earliest possible moment, are of the greatest importance against foul play. The police have no power to order a post-mortem examination, and complain that, in collecting evidence for an indictment of murder, they are much handicapped by the rules made as a sequel to the *Savidge Case*. The verdict of the coroner or his jury is now possibly the least useful result of an inquest. The need appears to be for some dovetailing of the activities of the coroner and the police, the latter being fortified in their inquiries by the authority of the former, which would not be lent without *primâ facie* suspicion that a particular death was not due to natural causes. Apart from the coroner, no one appears to have power to order a post-mortem examination if the executors or surviving relatives forbid. A Secretary of State, in practice the Home Secretary, has power to order exhumation, but the relevant section in the Burial Act, 1857, is silent as to post-mortem, though exhumation is often ordered to this one end.

Liability for Wrongful Distress.

A PRINCIPAL is generally liable for all acts done by his agent within the scope of his authority, and also for all acts of that agent which, although unauthorised when committed, are subsequently ratified by such principal.

It is proposed in this article to discuss the operation of this elementary principle of the law of agency when it is sought to make a landlord liable for a wrongful distress committed by a properly certificated bailiff acting on his behalf. The topic falls naturally into *three* parts: (1) Excessive distress, (2) Irregular distress, and (3) Illegal distress.

(1) *Excessive Distress.*

The ordinary rule of agency is fully recognised in this branch of the law, and an action for damages for excessive distress may be brought against the landlord or bailiff or both: *Megson* v. *Mapleton* (1883), 49 L.T. 744. If the landlord alone is sued, he may recover from the bailiff any damages which he has been obliged so to pay: *ibid.*

(2) *Irregular Distress.*

The legal position here also is quite clear. An action for damages lies against both the landlord and the bailiff, and they may be made co-defendants: *Child* v. *Chamberlain* (1834), 5 B. & Ad. 1049. In *Haseler* v. *Lemoyne* (1858), 5 C.B. (N.S.) 530, a bailiff distrained the tenant's goods without having been authorised so to do by the owner of the premises. Later the owner discovered what had happened, but said that she would "leave it in the bailiff's hands." Subsequently the bailiff sold the goods without serving on the tenant a notice of distress in accordance with s. 5 of the Distress Act, 1689. Holding that the owner was liable for this irregular sale, although carried out by the bailiff without her knowledge or sanction, Cockburn, C.J., said (at p. 104): "When I send a man to distrain and he seizes something else than I authorise him to distrain, I am not liable; but if he distrains on the things I authorise him to distrain, it is then my business to see that he does what is requisite to make it a good distress of such things, and if I do not see to it myself I am answerable for any irregularity he may commit."

(3) *Illegal Distress.*

So far the law is clear. But a consideration of the legal position of a landlord where his bailiff has been guilty of an *illegal* distress immediately involves one in considerable difficulties, and as illustrating the confused state of the law, we propose considering briefly the chief decisions during the last hundred years on this matter.

The river is found to be muddy at its source. In *Hurry* v. *Rickman and Sutcliffe* (1831), 1 M. & Rob. 126, the plaintiff sued in trover to recover the value of certain cloth sent by him to a tailor and distrained upon by S (bailiff) for rent due from the tailor to R (landlord). The jury returned a verdict against both defendants, which verdict would appear to be unimpeachable, but in the course of his summing-up, Littledale, J., expressed himself as follows: "*Primâ facie* (the landlord) would be liable for the act of the agent whom he employed, but it is clear that he knew nothing of the circumstances at the time; and if, when he came to the knowledge of them, he disclaimed and repudiated the act, I think that he would not be irretrievably bound by it." Clearly, this is quite contrary to the ordinary principles of agency, where no repudiation of an act done by the agent within the scope of his authority is ever recognised as permissible. Indeed, if it were, it opens a ready door to the principal, who would merely have to show that he was unaware of the particular mode of doing the acts complained of and "repudiated" them later in order to escape liability for them.

In *Smith* v. *Goodwin and Richards* (1833), 4 B. & Ad. 413, a distress was levied by R (bailiff) for G (landlord). A valid tender of the arrears of rent and costs was made to the "possession man" but refused. Later he abandoned possession, but after a short interval R (*acting on G's instructions*) re-entered, and the plaintiff, in order to prevent a sale of his goods, paid the sum demanded under protest. In an action for illegally levying the second distress after a proper tender had been made, the plaintiff was awarded (and, clearly, rightly awarded) damages against both the bailiff and the landlord. See also the decision on similar facts in *Bennett* v. *Bayes, Pennington and Harrison* (1860), 5 H. & N. 391.

The landlord can, of course, be held liable only for the bailiff's wrongful acts committed in levying *the distress authorised by him.* This is illustrated by the decision in *Lewis* v. *Read* (1845), 13 M. & W. 834. There the bailiff had been authorised to distrain for rent due from the tenant of a farm, and the landlord had expressly directed him not to take anything except goods on the demised premises, instead of which the bailiff distrained cattle of another person (believing them to be the tenant's) beyond the boundary of the farm, sold them, and handed the proceeds of sale to the landlord. In an action in trover against the landlord he was held to be not liable unless it were found by the jury that he ratified the act of the bailiff with knowledge of its irregularity, "or that he chose, without inquiry, to take the risk upon himself and to adopt the whole of the acts." It is difficult to see that the mere innocent receipt of money can ever import liability where, apart from such receipt, no liability exists, and, indeed, in *Carter* v. *Vestry of St. Mary Abbots* (1900), 64 J.P. 548, Vaughan Williams, L.J., said unequivocally that, "The mere receipt of the proceeds of an illegal distress does not amount to a ratification."

In *Freeman* v. *Rosher* (1849), 13 Q.B. 780, which was an action in trespass brought against a landlord, the bailiff had taken away and sold a *fixture* and paid the proceeds to the defendant, who received them without inquiry but without knowledge of any irregularity. Patteson, J., giving judgment in favour of the landlord, said (at p. 788), "Here the warrant . . . clearly did not extend to destroying a building or removing a fixture," adding that a principal is not liable in trespass for the act of his agent unless he authorised it beforehand or subsequently assented to it *with knowledge of what had been done.* While this would appear to be an accurate exposition of the law, the decision itself is more doubtful. The landlord is clearly liable if the bailiff seizes goods privileged from distress (*vide Hurry* v. *Rickman, supra,* and the case next cited below), and is it to be said that there is any legal distinction between fixtures and other species of property which are so privileged? A bailiff is authorised to distrain on the goods and chattels of a tenant, and in so doing he distrains on a fixture; the view that this is merely an improper method of doing that which he was authorised to do has much to commend it, and if it be the correct view to take the landlord should in such cases clearly be held liable.

Gauntlett v. *King and Elliott* (1857), 3 C.B. (N.S.) 59, deals effectively with the spurious "repudiation" doctrine expressed in *Hurry* v. *Rickman* (*supra*). There E (landlord) authorised K (bailiff) to distrain for rent due to him from G, and in so doing K took away certain books and papers (which were privileged from distress) and omitted to insert them in the inventory. Holding both K and E jointly liable, Williams, J., said (at p. 63) ". . . the books, etc., were taken as a distress for the landlord. Finding afterwards that the broker had made a mistake, he caused them to be returned to the plaintiff. *He could not purge the trespass which was already complete, by omitting to insert these things in the inventory . . .*"

Moore v. *Drinkwater* (1858), 1 F. & F. 134, is interesting as affording an example of the evidence which will be accepted as indicating ratification by the landlord of the bailiff's wrongful act. The headnote reads: "The presence of a landlord, with a broker, etc., on the premises of the tenant immediately after they have been forced open by the broker, and the fixtures torn down . . . is sufficient evidence of the

landlord's liability for the wrongful act," and Erle, J., in the course of his judgment, stressed (at p. 135) that the landlord " was seen on the premises at the time *and took the benefit of the wrong.*" The inference is that if such evidence were lacking the landlord would not have been held liable, though here, again, it may be asked whether forcing doors and seizing fixtures are not merely wrongful modes of performing acts which the bailiff was authorised to perform. This question was answered in the negative in *Green* v. *Wroe* [1877] W.N. 130, where there was a counter-claim for illegal distress by breaking open an outer door. " At the trial it was shewn that the plaintiff gave no authority to the broker to open the door, and although he received the proceeds of the distress, he did not then know of the illegal act of the broker," and the landlord was held not liable.

The departure from the ordinary principles of agency in this matter is nowhere seen more clearly than in *Lowe* v. *Dorling and Son* [1906] 2 K.B. 772. The action there was for damages for illegal distress against a bailiff who had seized goods privileged from distress under s. 2 of the Lodgers' Goods Protection Act, 1871, and in the course of his judgment, Farwell, L.J., *obiter*, said (at p. 783): " . . . (the action) might be brought against the wrongdoer, whether landlord or bailiff, but the landlord was not liable for an illegal distress by his bailiff unless he had antecedently authorised or subsequently ratified it: see *Lewis* v. *Read*." This statement is perfectly general, and, if strictly applied, would mean that whatever the nature of the act which rendered the distress illegal, and independent of the question as to whether or not it fell within the category of acts ordinarily done by a bailiff in levying a distress, the landlord is not to be held liable therefor apart from antecedent authorisation (which, apparently, must be directed expressly to the act complained of if the landlord is to be held liable) or subsequent ratification. This is a startling position. The reference to *Lewis* v. *Read* is not a happy one, for (as has already been shown) in that case the bailiff had committed a wrongful act which was clearly outside the scope of his authority as bailiff for that particular landlord, who was, in the circumstances, rightly absolved from liability.

The last case worthy of note in this connection is *Becker* v. *Riebold and Others* (1913), T.L.R. 142. There the bailiff had seized certain fixtures, and at a subsequent meeting between the owner of the fixtures and the landlord it was pointed out that the distress was illegal, despite which the landlord authorised his solicitors to accept service of any process on his behalf. Horridge, J., said that although on the authority of *Freeman* v. *Rosher* the landlord was not originally liable, yet he had taken up a position which amounted to a ratification of the bailiff's wrongful act, and that, therefore, he must be held liable.

It would appear impossible to extract any coherent principle from these various decisions. It may be difficult in many instances to decide whether or not an act performed by a bailiff may properly be said to fall within the scope of his authority, but this is a difficulty which frequently arises in agency cases of all kinds. The submission sought to be made in this article is, however, that there has been a serious and inexplicable departure from principle in differentiating between acts which render a distress (1) excessive, (2) irregular, or (3) illegal, and to lay it down as a principle that, while a landlord is liable for a bailiff's acts falling within the first two categories, he must not be held liable for acts in the last category apart from express authority or subsequent ratification.

THE LAST GRAND JURY.

The Recorder of Sheffield (Mr. Walter Hedley, K.C.) told the Grand Jury at Sheffield Quarter Sessions last Wednesday, says *The Times*, that they were probably the last Grand Jury to be charged in this country. The sessions were held rather late. It was not usual to sit in August.

Misrepresentation and Insurance.

A RECENT decision which has raised at least two points of considerable interest is that of MacKinnon, J., in *Pearl Assurance Co. Ltd.* v. *Bromley*, 49 T.L.R. 446 (77 SOL. J. 404). The matter came before the learned judge by way of special case stated by the Industrial Assurance Commissioner, and raised *inter alia* the question whether a step-grandfather was a " grandfather " within the Industrial Assurance Act, 1923, s. 3. The facts of the case were briefly as follows. The claimant, Bromley, had insured with the Pearl Assurance Co. in 1924 for the funeral expenses of his step-grandfather, one Dyson. The policy was under the Industrial Assurance Act, 1923, s. 3, and was expressly based on the ground that the insured person was the grandfather of the proposer. In the year 1932 the insurer discovered that in fact Dyson was not his grandfather by blood but merely his step-grandfather, and he accordingly informed the company and asked for the return of his premiums on the ground of honest mistake.

It is perhaps as well at this point to set out the relevant portions of s. 5 of the Industrial Assurance Act, 1923. This reads: " Any industrial assurance company which issues policies of assurance which are illegal . . . shall without prejudice to any other penalty, be liable to pay to the owner of the policy a sum equal to the surrender value of the policy . . . or if the policy was issued after the commencement of this Act " (which was the case here) " a sum equal to the amount of the premiums paid, unless it is proved that owing to any false representation on the part of the proposer, the . . . company did not know that the policy was illegal." The question arose under this section as to whether the proposer, Bromley, had made a " false representation " when he had described Dyson as his " grandfather," and was thus deprived of any remedy.

MacKinnon, J., held that the Act must be construed strictly with regard to both these questions. He held that the expression " grandfather " in the Act could only mean a grandfather by blood. Further that the misdescription of Dyson was in his judgment such a " false representation " within s. 5 as to deprive Bromley of the benefit of that section. His lordship pointed out that the Act said " false "; it would have been easy for the Legislature to have added " and fraudulent." In the absence of such words " false " must cover innocent misrepresentation as well as fraudulent.

Questions as to the meaning of " grandfather," " niece," " sister," etc., are of common occurrence in the Chancery Division, whereas they are distinctly more unusual on the common law side. It is interesting to consider the different treatment which such a problem is accorded in equity. If in a will a reference were made to " my grandfather X," whereas in fact the testator had no grandfather, but only a step-grandfather X, then parol evidence would be admitted to remove the latent ambiguity. The considerations in the two divisions are however altogether different, and it is not at all unreasonable though somewhat paradoxical that a person who is not a " grandfather " in the eyes of a common law judge construing an Act should be equally correctly a " grandfather " in those of a Chancery judge construing a will. In the latter case a document is being construed which must have had some meaning to the mind of the testator, the description may obviously point to one person and one only, and it is really quite immaterial as to whether the testator is right as to the relationship. On the other hand the Industrial Assurance Act lays down that such a policy as we have been considering is only to be legal where certain relationships exist: the mistaken belief of an individual cannot make some other relationship legal.

As to the point that the misrepresentation was in this case completely innocent, the result of an honest mistake, it may, indeed, be doubted whether the Legislature intended to include such a case in the exception from the benefit of s. 5.

Probably it never occurred to anyone at the time that the Act was passed that such a mistake could be made. It certainly does seem to be an instance of a hard case, but fortunately the learned judge resisted the temptation to make bad law.

Company Law and Practice.

Amendments to Resolutions.

LAST week I dealt with the distressing possibilities of arrest which are open to absconding contributories; this week it seems essential to have some topic more suitable for the summer holiday season. That observation, no doubt, opens up a wide field for argument on the question whether or not any topic of a kind proper for this column can be suitable for the summer holiday season. I have my own very definite views as to this, but, as it is essential for me to maintain the good relations at present existing between myself and those in authority, I will not express them here, but will content myself with saying that I propose to deal with a topic less unsuitable for holidays than imprisonment.

The summoning of meetings, and the giving of proper notice of the business which it is proposed to transact at the meetings when they are actually held, is a tricky enough business, but it is nothing like so tricky as deciding what amendments may properly be put, and what may not.

Let us first of all see what the usual provisions as to notices are. Take Table A of 1929. Article 42 says, that the notice must specify the place, the day, and the hour of meeting, and in case of special business, the general nature of that business. What is this special business? Article 44 defines it by providing that all business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors. The common forms of articles of association do not differ substantially from the provisions of Table A in this respect.

The question of what amendments may properly be moved is one of very great import, and I propose to take as my text for this article a passage from "Palmer's Company Precedents," 14th ed., vol. I, p. 642. "No amendment," says Palmer, "can be moved which goes beyond the notice convening the meeting or, in the case of an ordinary meeting, beyond the scope of the ordinary business which by the articles may be transacted thereat without special notice. Thus, in the case of an ordinary meeting, where a motion is submitted that the report and accounts be received and adopted, an amendment that the directors be removed from office, or that the articles be altered would be irregular; but an amendment to the effect that the accounts and balance sheet be received, but not adopted, and that a committee of shareholders be appointed to look into them and report, would be competent."

This latter situation is one which frequently arises, and the advice given in "Palmer" is frequently acted upon, though it is believed that more cautious opinions have sometimes been put forward. It does seem, as a matter of common-sense (and what quality is more valuable in connection with company law and practice?) that the shareholders should have some reasonable latitude given to them to express their views, and act upon them in general meeting. If the other shareholders have not sufficient energy, or are not sufficiently interested, to attend a general meeting of the company, and particularly the ordinary general meeting, why should they be heard to complain that something has been done in general meeting of which they had no notice? It may be that some limit should be placed, as in fact it is, on the power of companies in general meeting to deal with affairs of the company which absentees did not know were to be dealt with, but there is no reason for being unduly tender with absentees.

But this business of not adopting the accounts, and of appointing a committee of shareholders, is, at the present day, a common one, and, even if it is a competent thing to do by amendment, as not being outside the scope of the business of an ordinary general meeting, it still requires some consideration. We must, I think, first of all admit that, from the amendment point of view, it is unobjectionable. I have, however, heard other objections raised to such a course, one of the chief of which is based on s. 137, which confers upon a company the right, by special resolution, to appoint inspectors to investigate its affairs. A special resolution of this sort does confer very wide powers on the inspectors, who have the same powers and duties as inspectors appointed by the Board of Trade under s. 135, except that the report has to be made in such manner, and to such persons, as the company in general meeting may direct.

It has been said that, in view of s. 137, a company cannot appoint inspectors to investigate its affairs, unless it does so in accordance with the requirements of that section, namely, by special resolution. But there is nothing in the Act which lays down such a proposition, nor does it seem reasonable to spell such a meaning out of the Act; surely the Act only lays it down that, if the shareholders want to have the affairs of a company investigated, and investigated by persons who have the extensive powers conferred by s. 137, they can only achieve their object by passing a special resolution; it does not say that the affairs of a company cannot be investigated unless a special resolution is passed.

This does, however, bring us to another point—what are the powers which a committee of shareholders, appointed by the company at the annual general meeting on an amendment to a resolution for the adoption of the accounts, can exercise? The answer to this must depend, in strictness, on the company's articles of association, and there might be many cases where, with a hostile board, the committee might not be able to get much information. The rights of a shareholder as such to examine the books and records of the company are surprisingly small; he has, of course, the right to examine the various registers which the statute enjoins a company to keep, but they are not germane to the present topic.

The books of account are at all times to be open to inspection by the directors (s. 122 (2)); but the members' rights are governed by the articles. I quote from a common article: "The directors may from time to time by resolution determine whether and to what extent and at what times and places and on what conditions the books and accounts of the company, or any of them, shall be open to the inspection of the members (not being directors), and the members shall have only such rights of inspection as are given to them by the Act or by such resolution as aforesaid." It will be at once realised that the board has it in its power, where the dissatisfied persons are unable to pass a special resolution, to hamper the investigations of a committee of shareholders to such an extent as to render them, for all practical purposes, powerless. It may be that in practice such a situation is not likely to occur, but it is always a possibility.

We seem to have wandered somewhat from the consideration of what amendments are admissible and what are not, but the digression is on a topic of some general interest. In an attempt to express the general principle applicable to the reception of amendments, it may perhaps be said that an amendment inside the terms of the notice is a good one, but one outside is a bad one. Maybe this definition is easily capable of betterment, but it does contain the germ of what is required. There are one or two cases in connection with amendments which may be considered.

MacConnell v. *E. Prill & Co., Ltd.* [1916] 2 Ch. 57, shows the necessity of setting out the exact terms of a resolution

which is proposed to be an extraordinary or special resolution in the notice convening the meeting for passing the resolution. It is true that this decision turns on the wording of what is now s. 117 of the Companies Act, 1929, but it does show the attitude which the courts have taken towards these notices. "It is obvious," says Sargant, J., in his judgment in this case at p. 61, "that the notice signifies merely an intention to propose some increase or other in the capital of the company, and not an intention to make the specific increase embodied in the resolution that was actually passed. It seems to me of great importance that shareholders should be protected in matters of this kind by specific notice of what is intended to be done." It is this latter principle that lies at the root of all questions which arise on amendments to resolutions.

There is a passage from a judgment of Page Wood, L.J., referred to in a footnote to *Re London & Mediterranean Bank, Wright's Case*, L.R. 12 Eq. 331, which is also illuminating on this point. After discussing the question of the entering into by a company of an agreement, and the necessary resolutions of the company for that purpose, Lord Hatherley says (at p. 341 n): "I quite understand his (an absent shareholder) not being bound by a resolution that made the agreement more onerous, but suppose there have been terms in the agreement which were favourable to the company itself, nobody would think of arguing that because this was not an express invitation to all parties concerned to consider all the possible modifications that might take place for the benefit of the Company, . . . the meeting itself had proceeded on that which was *ultra vires* in coming to any such modified resolution." In applying this principle, however, it must be that the maxim *de minimis non curat lex* must be applied, and that the very smallest increase in the burden on the company does not necessarily render an amended resolution bad.

A Conveyancer's Diary.

Restrictive Covenants—*continued.*

I WROTE last week mainly upon the subject of "building schemes." I pointed out what it was essential to prove in order to establish such a scheme under the rules laid down in *Elliston* v. *Reacher* [1908] 2 Ch. 374, and indicated the difficulties to be encountered by a plaintiff in an endeavour to make good a claim based upon a scheme.

This week I propose to consider what has been the effect of the L.C.A., 1925, in this connection.

I may say at once that I do not think that that Act has any effect regarding building schemes created before the 1st January, 1926. The law as to those schemes remains as it was before the Act.

The law with regard to schemes which may have come or come into existence after the commencement of the Act is not so clear as might at a first sight of the provisions of the Act be supposed.

I have heard it said that the Act has practically put an end to building schemes, and I must say that I rather assumed that to be so, but on looking further into it I am not so sure that it is. At any rate, there is much to be said against that view.

We are all familiar with s. 10 of the L.C.A., 1925, which enacts:—

> "(1) The following classes of charges on, or obligations affecting, land may be registered as land charges in the register of land charges, namely:—"

Then follows a list of such charges or obligations and, amongst others:—

> "Class D. A charge or obligation affecting land of any of the following kinds, namely:—
>
> (ii) A covenant or agreement (not being a covenant or agreement made between a lessor and lessee) restrictive of the user of land entered into after the commencement of this Act (in this Act referred to as a 'restrictive covenant')."

In order to complete the provisions of the L.C.A., 1925, wuth regard to restrictive covenants, turn to s. 13 (2), which enacts:—

> "A land charge of . . . Class D created or arising after the commencement of this Act shall (except as hereinafter provided) be void as against a purchaser of the land charged therewith or of any interest in such land, unless the land charge is registered in the appropriate register before the completion of the purchase: Provided that as respects a land charge of Class D . . . this subsection only applies in favour of a purchaser of a legal estate for money or money's worth."

Now suppose that since 1925 a vendor lays out his estate and sells it in plots in such a manner as to conform with all the rules laid down in *Elliston* v. *Reacher*. Each purchaser of a plot enters into covenants restrictive of the user of the plot which he purchases, but there are no covenants entered into by the vendor with the respective purchasers who do not rely upon any express covenant with them by their vendor, or any of the other purchasers of plots, but upon the implied obligation of each purchaser to all other purchasers arising from the existence of a building scheme.

How is the purchaser of one of the plots on the estate to register "a covenant or agreement . . . restrictive of the user of the land"? There is no such covenant or agreement in writing. The purchaser has himself entered into a covenant which is restrictive of the user of his own plot, but what is the "covenant or agreement" which he can register as against the owners of the other plots?

It is important in considering this question to refer to what Parker, J., said in *Elliston* v. *Reacher* (at p. 385): "It is also observable that the equity arising out of the establishment of the four points I have mentioned has been sometimes explained by the implication of mutual contracts between the various purchasers, and sometimes by the implication of a contract between each purchaser and the common vendor, that each purchaser is to have the benefit of all the covenants by the other purchasers, so that each purchase is in equity an assign of the benefit of these covenants. In my opinion the implication of mutual contract is not always a perfectly satisfactory explanation. It may be satisfactory where all the lots are sold by auction at the same time, but when, as in cases such as *Spicer* v. *Martin*" [14 A.C. p. 12] "there is no sale by auction, but all the various sales are by private treaty and at various intervals of time, the circumstances may, at the date of one or more of the sales, be such as to preclude the possibility of any actual contract. For example, a prior purchaser may be dead or incapable of contracting at the time of a subsequent purchase, and in any event it is unlikely that the prior and subsequent purchasers are ever brought into personal relationship, and yet the equity may exist between them. It is, I think, enough to say, using Lord Macnaghten's words in *Spicer* v. *Martin*, that where the four points I have mentioned are established, the community of interest imports in equity the reciprocity of obligation which is in fact contemplated by each at the time of his own purchase."

The restriction upon the user of the land which arises under a building scheme would therefore appear not to be a "restrictive covenant," since it does not rest upon an implied mutual agreement or covenant, but upon a "reciprocity of obligation." I cannot find that the L.C.A., 1925, provides for any registration of a "reciprocity of obligation" which is not either expressly or impliedly a "covenant or agreement," which Parker, J., said the obligation arising under a building scheme was not.

Assuming that A purchases a plot of land which is part of an estate upon which there is a general restriction imposed

on all purchasers that only dwelling-houses shall be erected upon it, and no building used otherwise than as a dwelling-house or outhouse, garage or other similar erection used in connection therewith. A alleges and can prove a building scheme, applicable to the whole estate. What is he to register? Surely not his own conveyance, for that only shows the obligation imposed upon his own plot. He cannot bring to the register the conveyances of all other purchasers of plots on the estate. Where then is the "covenant or agreement restrictive of the user of the land" which is capable of registration? I do not know.

Of course the original vendor and covenantee can, if he chooses, register the covenants entered into with him against each purchaser of the plots as they are sold. But if he fails to do so (as in practice he generally does) it is difficult to see how any purchaser of a plot can effect registration, for there is no covenant with him and he cannot call for the production of the deeds in which the covenants are contained.

It may be that registration could be effected by producing the estate plan and the conditions of sale or contract on which it is relied as showing an intention to create a building scheme. Even so the purchaser desiring to register will, in most cases, not know the names of former purchasers of plots against whom to register, nor will he know exactly what covenants such other purchasers have entered into when there is a power reserved to the vendor to vary the restrictions, although after registration it would seem that the power to vary may not be exercisable.

It would appear consequently that speaking generally, either building schemes are to be regarded as a thing of the past on account of the impracticability of registration or a scheme may still be established and will be enforceable although there is no registration.

The latter alternative seems quite possible as the Act only provides for the registration of a "covenant or agreement," and does not mention an equitable right which is not based on mutual agreement but on a "reciprocity of obligation."

Mr. Jolly in his book (at p. 36) says, "If a purchaser of part of an estate purchases under a building scheme created after the 31st December, 1925, and enforceable by purchasers *inter se*, it appears to be necessary for him to register the restrictions against all the other purchasers, an exceedingly difficult task since he would not necessarily know the names of such purchasers."

Whilst recognising the impracticability of registration in most cases the learned author assumes that registration is necessary, and does not discuss the question whether, in view of the wording of the Act, it may be dispensed with.

Landlord and Tenant Notebook.

New Grounds for Possession of Controlled Premises: 1. Overcrowding.

THE new Act introduces two entirely new grounds for possession, i.e., sets of conditions under which a court may make an order for possession, for it must never be forgotten that the restrictions on the right to possession are imposed by limiting the remedy, by placing a fetter on the court and not on the landlord: *Barton* v. *Fincham* [1921] 2 K.B. 291, C.A. These two grounds are commonly called "overcrowding" and "profiteering," and in addition there is now a right to possession on the ground of availability of alternative accommodation irrespective of conditions affecting the landlord only.

The "overcrowding" provision has been inserted into a group of re-enacted provisions now contained in Sched. I and so referred to in s. 3, the bulk of which deals with alternative accommodation; while "profiteering" has a section, s. 4, to itself. In all cases the court still has a discretion to refuse an order; the same, or substantially the same, words as those which occurred at the end of the first paragraph (1) of s. 5 of the 1920 Act (as re-drafted by s. 4 of the 1923 Act), namely, "and the court considers it reasonable to make such an order or give such judgment," will be found to govern all new grounds. I will refer to the importance of this discretion later.

In Sched. I, overcrowding is dealt with under (*f*): "the dwelling-house is so overcrowded as to be dangerous or injurious to the health of the inmates, and the court is satisfied that the overcrowding could have been abated by the removal of any lodger or sub-tenant (not being a parent or child of the tenant) whom it would, having regard to all the circumstances of the case, including the question whether other accommodation is available for him, have been reasonable to remove, and that the tenant has not taken such steps as he ought reasonably to have taken for his removal." It will be seen that three separate conditions must be fulfilled, which makes (with the discretion) four in all: three of them contain the ever-arguable element of reasonableness.

Whether a dwelling-house is so overcrowded as to be dangerous or injurious to the health of the inmates is, of course, a question of fact; but the phrase is not new to statute law. It is to be found in the P.H. Act, 1875, s. 91 (5), and in the P.H. (London) Act, 1891, s. 2 (1) (*e*), which make such premises a nuisance liable to be dealt with summarily (but in these cases "inmates" is followed by "whether or not members of the same family"); consequently, in any proceedings on the ground of overcrowding, we shall probably hear some comment either on the fact that there has or on the fact that there has not been a notice under the P.H. Acts. The expression also occurs in one of the provisions as to compensation in the Housing Act, 1930, Sched. II, Pt. II; overcrowding was first made a factor in assessing compensation by the Housing of the Working Classes Act, 1890, s. 41 (3) (i).

Whether the removal of a particular individual would have remedied the trouble and whether it would have been reasonable to remove him are again questions of fact. The "is" in the phrase "whether other accommodation is available for him" seems to be the wrong tense; and in inserting the saving in favour of parent and child (which did not occur in the Bill) the legislature has presumably weighed considerations for and against and struck a balance.

Questions of law may well enter into any solution of the problem whether a tenant has taken such steps as he ought reasonably to have taken for the removal of a lodger or sub-tenant. The clause apparently visualises an accomplished fact (the original draft spoke of steps to prevent the overcrowding), and an issue that may frequently arise is whether a given individual is a lodger or whether he is a sub-tenant. A discussion of this point will be found in the "Notebook" of 18th June, 1932 (76 SOL. J. 429).

For if he has sub-let he can, under ordinary circumstances, not disturb the sub-tenant even if the latter has had several sets of twins since. A sub-letting in breach of the tenant's covenant may be impugned by the superior landlord, but not by the mesne tenant: see the judgments in *Roe* v. *Russell* [1928] 2 K.B. 117, C.A., in particular that of Scrutton, L.J. If the sub-letting is not in breach of covenant, the mesne tenant is not liable, if he himself quits, after notice or surrender, on his covenant to deliver up, for not yielding up or surrendering with vacant possession: *Reynolds* v. *Bannerman* [1922] 1 K.B. 719; *Henderson* v. *Van Cooten* (1922), 67 SOL. J. 228.

Indeed, the words "has not taken such steps as he ought reasonably to have taken" are strongly reminiscent of *Berton* v. *Alliance Investment Co.* [1922] 1 K.B. 742, C.A., the same figure of speech being used in the judgment of Bankes, L.J. The facts were that the governing body of Dulwich College sued an assignee of a lease on his covenants against permitting user otherwise than as a private dwelling-house and against annoyance, etc., complaining that an undertenant (whose underlease repeated the covenant against annoyance and also contained a covenant against alien tion) had let the house

out to weekly tenants, and while the defendants had forfeited the underlease, they had done nothing to disturb the weekly tenants. Bankes, L.J., said: "In my opinion, considering the Act of 1920 and the state of the authorities on the construction of that Act, there was enough to justify any prudent solicitor in advising his client that . . . there was no certainty of succeeding but every probability of failure . . . It cannot be said that . . . the appellants abstained from *taking reasonable steps* to comply or secure compliance with them [the covenants]." (This and other cases on the effect of a covenant not to permit or suffer were reviewed in the "Notebook" on 19th December, 1931, and 16th April, 1932 (75 SOL. J. 862; 76 SOL. J. 267.)

The sub-tenant may, of course, have forfeited protection by committing a breach of some condition of his sub-tenancy, if the mesne tenant has been thoughtful enough to make stipulations, e.g., against sharing possession; or he may commit acts of waste, etc., with the result that the condition of the premises deteriorates, and in these cases an order for possession might be obtained on the ground that the premises are overcrowded, etc., and the tenant has not taken such steps, etc.

But landlords must not expect too much from this new provision. The condition that the court must be satisfied that it is reasonable to make an order is likely to be of particular importance. The first rude reminder of this condition recorded in the reports was *Benabo* v. *Horsley* (1920), 64 SOL. J. 727. More will be found on the subject in *Williamson* v. *Pellet* [1924] 2 K.B. 173, in which, a county court judge having declined to consider the financial hardship which an order might occasion to the tenant, Swift, J., said he should "consider and give proper weight (but no more than proper weight) to every circumstance which affects the interest of either the landlord or the tenant in the premises . . . I can hardly conceive any circumstance which affects the relationship of the tenant to the premises which is not a proper circumstance for him to consider." And while in that case the hardship lay in the fact that the tenant ran a shop on the premises and had worked up a goodwill which the plaintiff intended to use—a circumstance now met by L.T.A., 1927, made applicable to controlled premises by s. 1 (6) of the new Act—it is conceivable that a wealthy landlord might be refused possession of overcrowded premises held by a tenant in indigent circumstances.

Our County Court Letter.

ADEMPTION OF LEGACY OF BUSINESS.

IN *Harvey* v. *Young*, recently heard at Walsall County Court, the claim was for (1) £52 11s., being the value of millinery stock and fittings, and (2) the return of a ledger and damages for its detention. The plaintiff's case was that (1) while lodging with the defendant, he started a credit millinery business in her front room; (2) he arranged to pay her 30s. a week (as before), but he went into hospital at Christmas, 1931, and arranged for the defendant to help in the business and to pay herself out of the profits; (3) the stock was worth £60 (when he went into hospital), but difficulties arose after his return home, and he had left the house in June, 1932; (4) he had since been able to collect about £10 only. The defendant's case was that (*a*) at the end of 1931, the plaintiff made a will, leaving the business to her; (*b*) he subsequently got tired of the business, and gave it to the defendant, who had cards printed (bearing her name) after the plaintiff left hospital. The plaintiff contended, however, that the business had always been carried on in the defendant's name, and the evidence of the printer was that the cards were printed in September, 1931, i.e., before the plaintiff went into hospital. His Honour Judge Tebbs remarked that (1) the plaintiff (being grateful the defendant) intended to bequeath the business to her; (2) trouble subsequently arose, and the defendant felt she had been unjustly deprived of the business. It was held, however, that the gift had only been intended to take effect after death, and the defendant therefore had no right to the business. Judgment was therefore given for the plaintiff for (*a*) an account of the business since February, 1932; (*b*) the return of the ledger, unsold stock, counter and fittings; (*c*) £5 damages, and costs.

THE DIVISION OF CROSSWORD PRIZES.

THE above subject was recently considered at Aberystwyth County Court in *Hughes* v. *Morgan*, in which the claim was for £83 6s. 8d., as a third share of a prize for a solution of a crossword puzzle. The plaintiff's case was that (1) while in the defendant's employment (as a domestic servant) she asked a nurse (also in the defendant's household) to join in sending in a solution, (2) the nurse agreed, and (out of 2s. supplied by the plaintiff) the nurse bought a postal order for 1s. 6d., viz., 6d. per coupon, (3) this was the first intimation to the plaintiff that a third person (the defendant) was joining in, (4) the nurse's solution won £250, and the plaintiff was afterwards offered £50, but she refused to sign a paper tendered by the defendant's nephew. The defendant's case was that (*a*) there was no agreement to share any prize with the plaintiff, whose solution was merely put in the same envelope, (*b*) the defendant and the nurse had made joint efforts previously on a fifty-fifty basis, (*c*) the plaintiff made no claim for three or four days after the news of the success was published, (*d*) the plaintiff had not been offered £50, and the document presented by the nephew had merely been a schoolboy's fun. Corroborative evidence was given by the nurse, but His Honour Judge Frank Davies gave judgment for the plaintiff, with costs. It is to be noted that the above crossword competition was conducted by a Sunday newspaper, and no question appears to have arisen as to its having been a game of skill. If, by reason (for example) of inadequate checking, the competition became a lottery, any agreement to share prizes would be void.

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Building Societies Advertising Cut Fees.

Sir,—Since our letter appearing in your issue of the 8th inst., we have had correspondence from other solicitors which goes to show that there is a general complaint about advertising cut prices.

The Law Society has recently been interested in the new Act being passed. This Act placed further responsibilities on solicitors, but protection against incursion of their rights has not been vouchsafed to solicitors. Owing to the advertising of these cut rates by building societies, solicitors get cheap advertising and undercutting is extolled as a virtue—this is the comment of one solicitor who has written us.

As correspondence is still proceeding we should like to have further comments from other solicitors.

Soho Square, W.1. A. E. HAMLIN, BROWN & CO.
17th July.

The Solicitors Act, 1933.

Sir,—I entirely agree with the provisions of the Solicitors Act, 1933, as it would appear to be warranted by what has happened in the past.

In furtherance of achieving the object, I suggest that the practice for solicitors to hold deposits as stakeholders should be discontinued, and although the machinery provided by the Act may be a deterrent, it cannot in any way stop deliberate

dishonesty, in view of the fact that a bank cannot refuse to honour a cheque signed by a solicitor.

I read with satisfaction Mr. E. M. Brooke-Taylor's letter and think that in many instances the unfortunate fact that so many members of our profession have not "kept their house in order" may be due to not forthcoming deposits. In any case, if it were the practice to pay the deposit to the vendor, the possibility of mistake would be obviated.

R. G. GIBSON-ROBINSON.

Laurence Pountney Hill,
Cannon Street, E.C.4.
25th July.

Solicitors Act, 1933. Draft Rules.

Sir,—There can be no objection to the Solicitors Act, 1933, but the Draft Rules are objectionable and do not, in my opinion, attain the object of the Act.

Rule 1 is satisfactory.

Rule 2 is onerous, and read with rr. 3 and 4 absolutely useless.

Rule 5 should be modified so as to obviate interference by The Law Society in cases where a solicitor provides, on request, an accountant's certificate to the effect that r. 1 has been complied with.

The whole matter depends upon the system of cash book, and from many years' experience the following ruling (adopted by several solicitors) enables the solicitor to ascertain daily what money he has in hand of clients and what his own cash balance is. It is unnecessary to keep two bank accounts as suggested by Draft Rules. This procedure only tends to give the banker a misrepresented idea of his "solicitor customer's" business.

The ruling of cash book is :—

DR. RECEIPTS.

Date.	Name of a/c or Client.	Details.	Insurances.	Office.	Clients.	Bank.

and similar Cr. for Payments.

From above ruling it is obvious that the daily balances are obtainable and cover the requirements.

London, S.E. CONSULTING ACCOUNTANT.
27th July.

Sir,—May I refer to the letter appearing in your issue of the 8th July from Mr. G. W. Fisher? Mr. Fisher makes the suggestion that the production of an accountant's certificate that the books are in order shall be a condition precedent to the renewal of a practising certificate, and expresses the hope that the Master of the Rolls will insist on this "essential" safeguard. I sincerely trust that the Master of the Rolls will do nothing of the kind.

Whilst I fully share Mr. Fisher's views as to the desirability of audited accounts and should welcome a rule making them compulsory, I hope that the day will never dawn when we, as a profession, are to be beholden to our accountants for our practising certificates. By all means let The Law Society have the right to call for an accountant's certificate should they deem it advisable to do so in any particular case, and if the certificate does not satisfy them, let the Society (not the accountants), pursuant to their disciplinary powers, have the right to say whether we shall be entitled to a practice or no. The suggestion that we should have to obtain a certificate from the accountants before we are entitled to practise at all is not, in my view, in keeping either with the dignity or the well-being of the profession, and I trust we shall hear no more of it.

Bakewell. BRODIE VAUGHAN.
31st July.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

John L'Isle was one of Cromwell's most enthusiastic legal henchmen and first came into prominence in connection with the trial of Charles I. He was one of the managers of the proceedings, was present every day and drew up the form of sentence. After the King's death, he was appointed one of the Commissioners of the Great Seal and a member of the Council of State. In the same year, his Inn of Court, the Middle Temple, made him a Bencher. In 1653, he concurred in the nomination of Cromwell as Protector and himself administered the oath. On the establishment of the High Court of Justice, an arbitrary tribunal set up to decide matters of life and death without a jury and without the control of any known law, he became its President. Alone of the Commissioners of the Great Seal, he gave approval to the Protector's proposed Chancery innovations and, in 1657, he was summoned to the newly created House of Peers. By Richard Cromwell he was retained in office, but when the Restoration became inevitable, he fled to Switzerland in time to escape the fate of the other Regicides. A violent end, however, overtook him at Lausanne on the 11th August, 1664, when he was shot dead on his way to church by an Irishman named Thomas Macdonnell. His widow was the Dame Alice L'Isle who was executed during the "Bloody Assizes."

THE WAISTCOAT OF INVISIBILITY.

Mr. Justice Bennett had deep-rooted tradition behind him when he refused either to see or to hear a barrister who had sought the relief of a white waistcoat during the heat-wave. He was, however, perhaps a little severe in adding, as the delinquent fumbled with his coat: "It is no good buttoning it up." At any rate, the late Mr. Crispe, K.C., used to tell of a young man who was at a loss to understand why the judge was deaf and blind when confronted with his beautiful white waistcoat and merely raised his voice each time the warning: "I cannot hear you" was repeated. At last his leader told him to button up his coat, which, having been done, he was quite surprised to find himself audible again. Mr. Justice Park, a rigid stickler for etiquette in all its forms, exercised a general superintendence over all the garments in his court. Once at the Chelmsford Assizes, when a high sheriff displayed a buff-coloured waistcoat, the judge eyed it for some time with growing distaste and at last burst out with the rebuke: "Really, sir, I must beg you to take off that straw-coloured waistcoat. I cannot sit here and behold that waistcoat any longer." Commissioner Kerr would not even tolerate a gold watch-chain: "Eh, sir! put it away, cover it up; this is no place for a display of trinkets."

STANDARDS OF SENILITY.

"Good heavens, I did not know people began to be old at fifty-one!" exclaimed Mr. Justice du Parcq recently when a witness described a woman as "fifty-one and therefore old." He had considerably more reason for surprise than Patteson, J., who was astonished at a witness's assertion that a man was old at sixty-five and, as related last week, declared that he himself was sixty-five and still a perfect chicken. Standards of senility are very different in and out of the legal sphere, and one recalls the reply of Mr. Baron Dowse to a juror who asked to be excused service on the ground of age: "Well, sir, you may go your way, but were you a judge, you would be only in the prime of life." It was said that the appointment of Mr. Baron Parke to the Bench at the age of forty-six initiated "a new practice, that of selecting men for the performance of judicial functions while yet in the full strength of body and intellect and not waiting until they were only fit to be laid up in lavender." This summary statement is not quite fair, for the King's Bench had already seen the appointment of a young man of thirty-two, Mr. Justice Buller, an infant prodigy among judges.

Reviews.

Constitutional Law. By E. C. S. Wade, M.A., LL.M., of the Inner Temple, Barrister-at-Law, and G. Godfrey Phillips, M.A., LL.B., of Gray's Inn, Barrister-at-Law. First Edition, Revised. 1933. Medium 8vo. pp. xxiii and (with Index) 476. London: Longmans Green & Co., Ltd. 21s. net.

A second impression of this work, which at once took its place as the standard authority on the subject, is very welcome, providing, as it does, an admirably clear and scholarly survey of the whole catena of matters comprised in the term "constitutional law." As in other branches of law there is constant development, so it has been in constitutional law, even in the short space of time that has elapsed since the first edition appeared. This fresh recension has involved the inclusion of a considerable number of new cases, several of which, such, for example, as *China Navigation Co.* v. *Attorney-General* [1932] 2 K.B. 197, have thrown fresh light on particular sections of the subject. The more important alterations called for have, however, been in Pt. IX dealing with the inter-relations of Great Britain and the Dominions, brought about by the gradual advance to autonomy, and in particular by the passing of the Statute of Westminster, the full effect of which cannot as yet be calculated with any precise degree of accuracy. This whole section of the work has been re-written and is deserving of careful study. In the review in these columns of the first edition attention was called to a slip on the subject of extradition. This, we are glad to note, has been corrected. We have discovered one or two more slips, none it is true of vital significance, but as doubtless fresh editions are sure to be periodically required we think it right to mention these. On p. 223 it is not technically accurate to say that the Court of Session consists of the Lord President, the Lord Justice Clerk "and eleven Lords Ordinary"; the term "Lord Ordinary" is applied only to each of the five judges who sit in the Outer House. On p. 250 the statement as to the selection of the sheriffs requires amendment, for the "pricking," as it is called, takes place not in court but at a meeting of the Privy Council subsequently held. Again, in the paragraph on p. 378b about the composition of the Judicial Committee the fact has been overlooked that by s. 13 of the Administration of Justice Act, 1928, the limitation imposed by previous legislation on the number of Dominion judges who may be members of the tribunal has been repealed. Lastly, on p. 382 the fact that the presbytery in Scotland consists not only of the ministers of the district but of representative laymen called "elders" has been overlooked. These, as we have indicated, are small matters and do not seriously detract from the excellence of the work which we heartily commend.

The Law of Smallholdings in Scotland. By James Scott, Solicitor in the Supreme Court. 1933. Medium 8vo. pp. ix and (with Index) 398. Edinburgh: W. Green & Son Limited. 21s. net.

The law of smallholdings as obtaining in Scotland calls for a substantial work having regard to its importance and the extent to which Scotland has been and is interested in the small type of agricultural holdings. There are in Scotland more than 75,000 agricultural holdings of which two-thirds are statutory smallholdings not exceeding 50 acres in extent, or (reckoned on a rental basis) of an annual value not exceeding £50 whatever their acreage. It is these small farmsteads with which this volume is concerned, and the interests of these smallholders who comprise two-thirds of the entire body of Scottish agriculturists are regulated by a special code of Acts of Parliament beginning with the Crofters' Holdings (Scotland) Act, 1886, and terminating with the Small Landholders' and Agricultural Holdings (Scotland) Act, 1931. The learned author of this volume has dealt with this bulky and complicated code of legislation in complete and effective style. The introduction to his work deals with the scope of the Acts and is followed up by several chapters dealing with the distinctions between the various types of landholder and their conditions of tenure. Other chapters deal with the distinctive rights of smallholders and the regulations of those rights, the incidents arising in changes of tenure and of tenancy. There are also chapters devoted entirely to the jurisdiction and procedure of the Scottish Land Court and with the administrative work of the Department of Agriculture for Scotland. A series of useful appendices sets out fully the statute law and regulations applicable to the subject, and in particular there is a most useful list of codified sections in Acts of Parliament which we should like to see adopted more widely in English law books. The same observation applies to the chronological list of leading decisions of the Court of Session embodying an intimation of the subject-matter of each case.

Courts and Judges in France, Germany and England. By R. C. K. Ensor. 1933. pp. vii and (with Index) 144. London: Oxford University Press. 6s. net.

The author claims that "no previous book on the subject exists in English" (p. III) and gives valuable information on the organisation of French and German courts. He hopes that his book will prove helpful alike to the advocates of some changes in the English judicial system and to the opponents of others. "For whereas in certain instances foreign example may be a finger-post, in certain others it may be a danger-signal" (p. VI). The book is meant for "the busy man who has to read as he runs—parliamentarian or administrator" (p. V), but in our view it will be safer in the hands of lawyers sitting at their desks. Reforms of the English judicial system are needed, but we hope that they will be made from within and not by parliamentarians and administrators.

Books Received.

The Law Relating to Personal Injuries. By Frederick George Neave, LL.B. (Lond. Gold Medallist), Solicitor, in collaboration with Grange Turner, M.A. (Cantab.), of the Inner Temple, Barrister-at-Law. Second Edition. 1933. Crown 8vo. pp. 134 (with Index) and pp. xv (with Preface, Contents, Table of Cases and Table of Statutes). London: Sir Isaac Pitman & Sons, Ltd. 6s. net.

Company Law. By H. Goitein, LL.D., of Gray's Inn, Barrister-at-Law. 1933. Demy 8vo. pp. 327 (with Index) and pp. xx (with Preface, Contents and Table of Cases). London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

Fourteenth Annual Report of the Ministry of Health, 1932-33. London: H. M. Stationery Office. 5s. net.

More from a Lawyer's Notebook. (Anonymous.) 1933. Crown 8vo. pp. 240. London: Martin Secker. 5s. net.

The Law Relating to Town and Country Planning. Part III. Regulations and Orders. By W. Ivor Jennings, M.A., LL.B., of Gray's Inn, Barrister-at-Law. 1933. Medium 8vo. pp. (with Index) 243 to 360. London: Chas. Knight & Co., Ltd. 7s. 6d. net.

Ballads and Verses. By Francis Percival. 1933. Crown 8vo. pp. 46. London: Thynne & Co., Ltd. 1s. net.

Butterworths' Workmen's Compensation Cases. Vol. XXV, 1932. By His Honour Judge Ruegg, K.C., Edgar Dale, of the Middle Temple and South-Eastern Circuit, Barrister-at-Law, and Alun Pugh, of the Inner Temple and South Wales Circuit, Barrister-at-Law. 1933. Demy 8vo. pp. xix and (with Index) 691. London: Butterworth & Co. (Publishers), Ltd. 27s. 6d. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Building Lease—Money of Infant expended in Building.

Q. 2777. A and B have recently completed the building of a dwelling-house under a building agreement made with S, the owner of the land built upon, and in accordance with the agreement S has granted to A and B a lease thereon for 999 years at an annual ground rent. The money for building the house (about £600 in all) was in fact provided by a daughter of A. This daughter, though a minor, has considerable means of her own and has her own banking account. The lease is in the usual printed form provided by S and contains no reference to the fact that A and B really hold in trust for the said minor. What document should A and B now execute to indicate that they hold as stated and not beneficially? Please refer to a precedent.

A. Whether s. 36 of the L.P.A., 1925, applies to land which is in terms beneficially limited to two persons as joint tenants when in fact they hold as trustees for another person does not appear to have been decided, but it is assumed that it does. It is suggested that A and B should sign a declaration that they hold the proceeds of the property when sold and the income until sold in trust for the daughter. When the daughter comes of age there appears no reason why this document should not be destroyed, at any rate assuming A and B are still living, and an assignment of the lease then made to the daughter reciting the facts and that the assignee has elected to take the house. We do not know of a precedent.

Administratrix *cum testamento annexo* Beneficially Entitled—No Self-Assent—Death of Beneficiary—Sale.

Q. 2778. A died in 1926, having by his will, of which he failed to appoint an executor, given everything of which he died possessed to his wife B. Early in 1927 B obtained a grant of administration with will annexed of A's estate, which included two freehold cottages subject to a mortgage. B paid all debts and funeral expenses and entered into receipt of the rents of the cottages, out of which she paid the mortgage interest and retained the balance for her own benefit. B died in 1933 and her will has been proved by the executors thereof. It is now proposed to sell the cottages. Will you please advise how title ought to be made. Are the executors of the will of B, who, it is claimed, was at the date of her death holding the legal estate in the cottages beneficially and not merely as administratrix, able to convey, or ought a grant of administration *de bonis non* of A's estate to be obtained?

A. This question raises a point which has been the subject of much discussion, viz., whether a personal representative who is beneficially entitled must assent in his own favour. It is certainly *desirable* that he should do so and thus mark the change of character in which he holds the legal estate, but whether a self-assent is *essential* seems obscure. As he already has the legal estate there is no question of an assent being necessary to pass it, and probably the change in the character of the possession of the legal estate can be adequately proved in other ways. While there is no direct authority upon the point Form No. 9 of the Fifth Schedule to L.P.A., 1925, seems to indicate that the policy of the new law favours self-assents, and the judgments in *Re Cugny's Will Trusts* [1931] 1 Ch. 305, and *In re Yerburgh* [1928], W.N. 208, perhaps point in the same direction and suggest that self-assent is necessary. In view of the obscurity which exists we advise that a grant *de bonis non* be obtained in the estate of A.

Executor's Liability for Income Tax.

Q. 2779. A client of ours is one of thirty-three grandchildren, the residuary legatees under the will of a testator who died in 1929. The residue was divisible on the death of his wife, who died on the 12th November, 1930. The sole executor and trustee is a trust corporation (not the public trustee). A claim was made by the income tax authorities against the executor for £10,000. The executors paid £1,841 in June, 1930, and refused to pay any more, and told the authorities they must issue a writ for the balance. So far no further steps have been taken. The solicitor acting for the executor and trustee corporation says it would not be safe to distribute the estate until the expiration of six years from June, 1930. The residue is believed to be valued at between £12,000 and £20,000. We shall be pleased to learn if you consider the trustee corporation is justified in withholding distribution for the period mentioned. In our view a claim by the Crown cannot be barred by statute.

A. We assume the case comes within r. 18 of All Schedules Rules, that is, that the deceased did not deliver a statement of all his profits or gains chargeable to tax. If so, then the answer to the question will appear to depend on whether an actual assessment, as opposed to a mere computation by the Inspector of Taxes, has been made. It is gathered that this is not the case, and if this assumption is correct, the trust corporation would be safe in distributing the income at the end of three years from the end of the year of assessment. If an assessment is actually made within that time then the only remedy is to appeal against it, as in default of appeal it will be a crown debt, which even the six years will not bar.

Joint Tenants—Mortgage—Further Charge by Survivor—Form of.

Q. 2780. Prior to 1923 property was conveyed to a husband and wife as joint tenants, who mortgaged the same to a building society in fee simple, and prior to the death of the wife the mortgage had been considerably reduced. Letters of administration of the wife's estate were taken out by the husband which did not include any reference to the joint property. The husband now desires a further small advance from the building society which is not, however, required for purposes of administration of his late wife's estate. Your opinion is requested as to whether the loan can be granted and, if so, how the further charge should be prepared.

A. On the assumption that there was no severance of the joint tenancy in equity and that the partial redemption was effected by the joint tenants and for their benefit as such, we express the opinion that the further advance can properly be made. The husband, as the survivor of joint tenants, who is solely and beneficially interested, can deal with his legal estate as if it were not held upon trust for sale (L.P.A., 1925, s. 36 (2), as amended by L.P.(Amend.)A., 1926, Sched.). We suggest, therefore, that after suitable recitals to show the present position the further charge can take the usual form of a further charge to the society by an absolute beneficial owner. The letters of administration in the estate of the wife are not material to the title, nor is the property liable for the debts, funeral and testamentary expenses of the wife except to the extent of half of the rent accrued and owing (if any) at the date of the death of the wife under the Apportionment Act, 1870.

Notes of Cases.

Judicial Committee of the Privy Council.

Brooker *v.* Thomas Borthwick and Sons (Australasia), Ltd., and Connected Appeals.

Lord Atkin, Lord Tomlin, Lord Macmillan, Lord Wright and Sir George Lowndes. 28th July, 1933.

Workmen's Compensation—Earthquake—Collapse of Employer's Premises—Workman Injured—Accident arising "out of" his Employment—New Zealand Workers' Compensation Act, 1922, s. 3.

These were four consolidated appeals from judgments of the Court of Appeal of New Zealand, dated the 16th December, 1931, raising the question whether certain accidents which occurred to workmen during the earthquake in the Hawke's Bay district of New Zealand on the 3rd February, 1931, and which admittedly arose in the course of their employment, also arose "out of" their employment within the meaning of the New Zealand Workers' Compensation Act, 1922. The first appellant was Mrs. Margaret Brooker, whose husband, when the earthquake occurred, was on a staging erected on a table in the freezing works of the respondent company, Thomas Borthwick and Sons (Australasia) Limited. He was killed by falling debris while attempting to descend. The appellant John Ryan was at work on the second floor of the freezing works of the above respondents when, as the result of the earthquake, the floor began to collapse, and Ryan, while endeavouring to get out of the building, was thrown down and covered with debris from the collapsed building. By reason of his injuries he had since been totally disabled from working. The third appellant, John Prendergast, when the earthquake occurred, was standing on the fourth floor of the freezing works of the respondents Nelson's (New Zealand), Limited, immediately alongside a sheep-race. He lost his balance, rolled down the race, and was thereby injured. The last appellant was Mrs. Philomena Mary Ashwell, whose husband was a porter employed by the respondents, Thomas James Brennan and Charles Fenton Manning, at their hotel. At the time of the earthquake he was on a pathway in a street in Napier, in the course of his employment, and was killed by debris which fell as the result of the collapse of a brick shop. The New Zealand Court of Appeal held that in each case the accident which resulted in injury to the respective workers did not arise "out of" their employment. The appellants now appealed.

Lord Atkin, in giving the judgment of the Board, said that on the question whether the accidents arose "out of" the employment there was a superfluity of authority. That some of the decisions conflicted was undoubted, but amid the range of decisions firm land did emerge, and, where statutory enactments had assumed the same language in so many parts of the Empire, it was desirable that there should be uniformity of interpretation. In their Lordships' opinion the question raised in this appeal had been finally decided in the United Kingdom by the decision of the House of Lords in *Simpson* v. *Sinclair* [1917] A.C. 127. In that case Lord Haldane said: "Whether the remoter cause of the roof falling was the collapse of a neighbouring wall, or the falling down of some high adjacent building, or a stroke of lightning, seems to me immaterial in the light of this construction. It is enough that by the terms of her employment the appellant had to work in this particular shed, and was, in consequence, injured by an accident which happened to the roof of the shed." In the course of the discussion in *Simpson* v. *Sinclair* (*supra*), the House of Lords had been referred to four cases of injury by natural forces—the two cases of lightning, *Andrew* v. *Failsworth Industrial Society, Ltd.* [1904] 2 K.B. 32, and *Kelly* v. *Kerry County Council*, 1 B.W.C.C. 194—and to the two cases of frostbite, *Karemaker* v. *s.s.* "*Corsican*," 4 B.W.C.C. 295, and *Warner* v. *Couchman* [1912] A.C. 35; 56 Sol. J. 70. The principle which emerged seemed to be clear. The accident must be connected with the employment; must arise "out of" it. If a workman was injured by some natural force such as lightning, the heat of the sun, or extreme cold, which in itself had no kind of connection with employment, he could not recover unless he could sufficiently associate such injury with his employment. That he could do if he could show that the employment exposed him in a special degree to suffering such an injury. But if he was injured by contact physically with some part of the place where he worked, then, apart from questions of his own misconduct, he at once associated the accident with his employment and nothing further need be considered. So that if the roof or walls fell upon him, or he slipped on the premises there was no need to make further inquiry as to why the accident happened. That principle appeared to be the foundation of the street risk decision, *Dennis* v. *White* (*A. J.*) *and Co.*, 61 Sol. J. 558; [1917] A.C. 479). The same principle was adopted in *Upton* v. *G. C. Railway Co.* [1924] A.C. 302; 68 Sol. J. 251, and in the more recent case of *Lawrence* v. *Matthews* (*George*), 1924, *Ltd.* [1929] 1 K.B., 1, the present Lord Chancellor declared the law to be in terms as their lordships had stated it. The substance of the matter was that in every case the words of the section alone were to be considered: "arising out of and in the course of the employment." It appeared to their lordships to have been authoritatively decided that where a workman was injured by the falling on him of the premises where he was employed the accident necessarily arose out of the employment. Appeals allowed, the respondents to pay the appellants' costs of the appeals.

Counsel: *Sir Stafford Cripps*, K.C., and *G. Granville Slack*, for the appellants; *Wilfrid Greene*, K.C., *W. H. Duckworth*, and *H. P. Richmond* (of the New Zealand Bar) for the respondents.

Solicitors: *Wray, Smith and Halford*, for *P. J. O'Regan and Son*, Wellington, N.Z., and *Luckie and Wiven*, Wellington, N.Z.; *William Hurd and Son*, for *Buddle, Richmond and Buddle*, and for *Bell, Gully, Mackenzie and O'Leary*.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Court of Appeal.

Assam Railways and Trading Co. *v.* Inland Revenue Commissioners.

Lord Hanworth, M.R., Lawrence and Romer, L.J.J., 10th and 11th July, 1933.

Revenue—Income Tax—Dominion Income Tax—Company Earning Profits in India—Payment of Indian Income Tax—Relief in United Kingdom—Relief Granted only on Income Taxed in India—Finance Act, 1920 (10 & 11 Geo. 5, c. 18), s. 27.

Appeal from a decision of Finlay, J.

The Assam Railways and Trading Company made profits in India of £186,808. By Indian income tax law they were allowed to deduct items for debenture interest and other matters which were not permissible deductions under English law, and these deductions reduced the income taxable in India to £129,365, upon which tax was paid. They claimed to be entitled to relief in respect of Dominion income tax paid under s. 27 of the Finance Act, 1920, on the whole income.

Finlay, J., decided that relief was only due on the £129,365, upon which tax had been paid. The company appealed.

The Court dismissed the appeal. They thought that the company were liable to tax in England on the whole income according to English law. The relief given by s. 27 of the Finance Act, 1920, was a relief in respect of dual taxation, and it was only in respect of the £129,365 that dual taxation could be said to have been suffered.

Counsel: *Latter*, K.C., and *Cyril King*, for the appellants; *Sir Thomas Inskip*, K.C. (Attorney-General), and *R. P Hills*, for the Crown.

Solicitors: *Taylor & Humbert; Solicitor of Inland Revenue.*

[Reported by G. T. Whitfield-Hayes, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Prudential Assurance Company's Trust Deed : Horne *v.* The Company.

Eve, J. 19th July, 1933.

INSURANCE—TRUST DEED—PENSION SCHEME—PENSION TO CEASE IF PENSIONER ENGAGED IN OTHER BUSINESS—RESTRAINT OF TRADE.

This was an originating summons taken out by Sir W. E. Horne and the other trustees of a trust deed of 24th December, 1918, by which a pension scheme for the benefit of the employés of the Prudential Company was created, asking whether the scheme was valid in whole or in part. In consequence of the decision of the Court of Appeal in the recent case of *Wyatt* v. *Kreglinger and Fernau*, 49 *Times*, L.R. 264, some doubt had arisen in the minds of the trustees whether cl. 21 of the scheme was invalid, and whether if invalid it had the further effect of invalidating the whole of the scheme. The clause provided that a pension should cease if the pensioner should directly or indirectly engage in or be connected with any business or occupation in competition with the Prudential Company, and in such case, the petitioner if a contributor should be entitled to require the contributions made by him, after deducting the amount received in respect of the pension, to be repaid but without interest. In *Wyatt* v. *Kreglinger* (*supra*) the contract, assuming that the correspondence created a contractual obligation was in restraint of trade and void as being contrary to public policy, notwithstanding that there was no negative covenant by the plaintiff that he would not enter the trade but only a stipulation that if he did so he would forfeit his pension. It was stated in argument that the scheme affected thousands of persons, and that a clause of the same nature as cl. 21 was commonly found in large business pension schemes. It was argued that the case of *Wyatt* v. *Kreglinger* (*supra*) was distinguishable, and that the clause in question was valid as it occurred, not in contract between parties, but in a trust deed or settlement. The condition was justifiable and in the public interest.

EVE, J., in giving judgment, said that the present case differed altogether from *Wyatt* v. *Kreglinger* (*supra*). What he had to determine was whether the introduction into the trusts of a scheme like the present of such a clause as cl. 21 had the effect of invalidating the scheme as a whole. As had been pointed out it was, if invalid, something like a void limitation or condition in a will or settlement which did not affect the validity of the rest of the document. Without deciding whether the clause was or was not invalid as being in restraint of trade, he held that the scheme could not possibly be destroyed because one clause in it might be found, if sought to be enforced, unenforceable. He decided therefore, that the pension scheme was valid.

COUNSEL : *Spens*, K.C., and *H. S. G. Buckmaster* ; *R. S. King Farlow* ; *D. Ll. Jenkins* ; *J. F. Bowyer*.

SOLICITOR FOR ALL PARTIES : *H. H. Moseley*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Attorney-General *v.* Southport Corporation.

Finlay, J. 24th July, 1933.

REVENUE—ENTERTAINMENTS TAX—SEA BATHING POOL—NO ORGANISED SWIMMING SPECTACLE—PRICE OF TICKETS OF ADMISSION TO NON-BATHERS—NOT SUBJECT TO ENTERTAINMENTS DUTY—FINANCE (NEW DUTIES) ACT, 1916 (6 Geo. 5, c. 11), s. 1 (6).

This was a special case stated, in which the Attorney-General was the informer and the defendants were the Southport Corporation. The agreed facts in the case stated were, *inter alia*, as followed : The sea-bathing lake and grounds at Southport, of which the defendant corporation were the proprietors, were open from the 30th April to the 1st October, inclusive. The charge for admission of non-bathers between 2 p.m. and 5 p.m. was 4d., and at any other time 3d. Admission was by ticket obtained at a turnstile. The sea-bathing lake and grounds included, *inter alia*, the lake, oval in form, 330 feet long and 212 feet wide ; and terraces with seating accommodation for several thousands of non-bathers, sheltered from the wind and forming a sun-trap. The bathing was not organised, save that there were galas on special occasions, for which a special charge was made, in respect of which entertainments duty was paid. The sheltered seats, terraces, lawns, gardens and café were open and used at the same prices whether or not there was bathing or expectation of bathing. During the season from the 30th April, 1932, to the 1st October, 1932, inclusive, 185,773 non-bathers were admitted to the sea-bathing lake and grounds, of whom 58,051 made payments of 3d. each and 127,722 made payments of 4d. each for tickets of admission. Treating the payments of 3d. and 4d. respectively as having been made inclusive of any duty payable, the Commissioners of Customs and Excise had claimed ½d. duty in respect of each 3d. payment and 1d. duty in respect of each 4d. payment, making a total duty claimed of £653 2s. 3d. The question for the opinion of the court was whether the payment for a ticket of admission by a non-bather was a payment for admission to an entertainment within s. 1 of the Finance (New Duties) Act, 1916, so as to render the defendant corporation liable for entertainment duty.

FINLAY, J., referred to s. 1 of the Finance (New Duties) Act, 1916, and said that the sea-bathing lake and grounds were primarily a place for people to bathe in. There were in addition, however, considerable facilities, such as a large number of sunning seats from which a view of the bathing pool was obtained, a café, and so on. No doubt a large number of people did go for the purpose of watching the bathing, but he did not doubt, too, that a large number of people went there not that they might see bathing, but that they might sit in the sun, drink coffee, or meet their friends, or for the many other purposes for which people might go to an elaborately fitted-up place. He had to decide whether in those circumstances any claim for tax was made out. He had been referred to a number of authorities, none of which, he thought, was directly in point, though some of them were of some assistance. Here one had to take the exact facts as they were. There was no question of any organised entertainment ; no question of any band or anything of that sort. There was nothing except, so to speak, bathing by persons willing to do so. On the whole he had arrived at the conclusion that that was not an entertainment, and it followed that, if it was not, the non-bathers were not "spectators of an entertainment." He was of opinion that "entertainment" did mean something in the nature of an organised entertainment. Judgment for the defendants, with costs.

COUNSEL : *The Solicitor-General* (Sir Boyd Merriman, K.C.), and *W. Bowstead*, for the Attorney-General ; *J. E. Singleton*, K.C., and *Maxwell Fyfe*, for the defendant corporation.

SOLICITORS : *Solicitor of Customs and Excise* ; *Messrs. Sharpe, Pritchard & Co.*, for *R. Edgar Perrins*, Southport.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Obituary.

MR. H. L. ADDISON.

Mr. Harold Lacy Addison, solicitor, senior partner in the firm of Messrs. Linklaters & Paines, of Walbrook, E.C., died at Weybridge, on Sunday, the 30th July, after a brief illness at the age of sixty one. He was the eldest son of Mr. Joseph Addison, and grandson of Mr. Joseph Brown, Q.C. He was educated privately and went to Trinity College, Cambridge, in the year 1890. On leaving Cambridge, Mr. Addison was articled to his father, and was admitted a solicitor in the year 1898. He became a partner in the firm in 1902, and practised continuously until his death. He was a member of the City Law Club.

MR. A. J. BROMHAM.

Mr. Addison James Bromham, retired solicitor, of Old Square, Lincoln's Inn, died at his home at Richmond, on Thursday, 27th July, after a long illness. Mr. Bromham, who was admitted in 1890, practised in Lincoln's Inn as Messrs. Burnie & Co.

MR. E. M. C. HARVEY.

Mr. Edward Montague Chevallier Harvey, Barrister-at-Law, died recently at Weston-super-Mare, after a short illness. Mr. Harvey was called to the Bar by the Inner Temple in 1886.

MR. R. HUDSON.

Mr. Robert Hudson, solicitor, of Doncaster, died in a nursing home at Doncaster on Thursday, 20th July, at the age of sixty-seven. Mr. Hudson served his articles with Messrs. Taylor & Newborn, of Epworth, and was admitted a solicitor in 1891. He started to practise at Hatfield, but after a short time moved his office to Doncaster, and practised there until the date of his death.

MR. G. A. TYACKE.

Mr. George Ashley Tyacke, solicitor, of Chichester, died at his home on Saturday, 29th July, at the age of seventy-nine. Mr. Tyacke was admitted a solicitor in 1877, and became a partner in the firm of Messrs. Raper, Freeland and Tyacke. He survived his two partners, and, having become principal of the firm, he took Mr. G. H. Howard Tripp into partnership some years ago. They had since practised together as Messrs. Raper & Co. Mr. Tyacke held many important appointments and was for years secretary to the Bishop of Chichester, Registrar of the diocese of Chichester, and Clerk to the Dean and Chapter of Chichester Cathedral.

MR. G. W. WHITLEY.

Mr. George William Whitley, B.A. Cantab., solicitor, of Over Stowey, senior partner in the firm of Messrs. J. Ruscombe Poole & Son, solicitors, of Bridgwater, died in a nursing home at Windsor Forest, on Thursday, 27th July. Mr. Whitley, who was admitted a solicitor in 1902, was Clerk to the Lower Axe, King Sedgemoor, and Stockland District Drainage Boards.

MR. W. E. WILLAN.

Mr. William Edward Willan, Controller of the Estate Duty Office, died recently. Educated partly in Switzerland, he was articled to a firm of solicitors in London, and soon after being admitted entered the Estate Duty Office in 1897. He became Controller of that office in 1932. An expert on death duty taxation, Mr. Willan was the author of various legal publications. He had been a member of The Law Society for many years.

Mr. Edgar Percy Lewis, solicitor, of Blackheath and Queen Victoria-street, E.C., left estate of the gross value of £6,543. He left £100 to the London District Office Fund of the Boys' Brigade.

Societies.

The Solicitors' Clerks' Pension Fund.

On Thursday, 20th July, a meeting of the members of this fund was held to deal with certain amendments of rules. The original rules did not clearly define the position of a member who ceased contributing to the fund before reaching the normal pension age of sixty-five, and experience revealed a need for dealing with this matter. The amendments, which were unanimously adopted, provide that a member who ceases contributing for proper reasons, will receive an immediate or deferred pension proportionate to the contributions paid by his employer and himself, or if this pension is trifling in amount a lump sum will be paid.

Sir Roger Gregory, who occupied the chair, addressed several observations to the members present, urging them, among other things, to do their utmost to make the fund widely known among their fellow-clerks. He stated that by so doing, they were doing their friends the best possible service. The address of the Fund is 2, Stone-buildings. Lincoln's-inn, London, W.C.2.

The Manchester Law Society.

The ninety-fourth annual meeting of the Society was held at the Law Library, Kennedy-street, Manchester, on 25th July, Mr. J. Walter Robson, J.P., the retiring president, being in the chair.

The report presented at the meeting showed that the present membership was 394. There had been thirteen meetings of the Council and twenty-nine meetings of committees during the year and a large number of questions had been considered. A donation of £262 10s. had been made to the Solicitors' Benevolent Association from the Society's funds and a special committee had recently been appointed to further the interests of the Association in the district.

On the question of qualification of clerks to justices, the Council had, in view of a prospective vacancy in the office of clerk to the Manchester City justices, brought to the notice of every justice for the city the memorandum on the subject adopted by the Council of The Law Society, on 11th November, 1932, and had expressed the view that the appointment of a layman, however experienced he might be, in a city of the size and importance of Manchester, would not be in the best interests of justice, and that for a layman to be the responsible adviser of a city bench was inconsistent with the general principles of our judicial system.

Reference was also made to the action taken by local hospitals in posting notices warning patients against entrusting claims in respect of accidents to persons or societies touting for work of this kind, and recommending them to apply to the Society for the names of reputable solicitors prepared to undertake cases. Such applicants were at present being referred to solicitors on the conducting rota of the Poor Persons Committee, but a fuller scheme for dealing with the problem was under consideration.

Among other matters referred to in the report were the draft rules under the Solicitors Act, 1933, the New Procedure Rules, the conduct of hearings before the Traffic Commissioners under the Road Traffic Act, 1930, and the costs of attendance of country solicitors at hearings of actions and appeals in London. On the last-mentioned subject the Associated Provincial Law Societies had on 23rd June unanimously adopted a resolution, proposed by the Society and seconded by the Liverpool Society, to the effect that such costs should be allowed as a matter of course unless for some good cause the judge should see fit to order otherwise.

The Council had also during the year given seven opinions on questions submitted by members, which were set out in the report.

The president in his address referred to the interest taken by all members of the Council in the questions submitted for consideration as evidenced by the very high percentage of average attendances at the meetings throughout the year and considered that useful results had attended the labours of the Council in several directions. The Solicitors Act, 1933, was simple in its terms and few members of the profession could object to the obligations entailed by it. The rules which had been drafted were few in number and could not be in the least degree oppressive in their operation, nor should there be much real inconvenience in carrying out the requirements. He sincerely hoped that no further disciplinary legislation or rules would prove to be necessary.

On the question of the cost of litigation, he considered that much more drastic steps than the New Procedure Rules would be called for in the near future, and that it was the duty of the profession to continue its efforts to meet the requirements of

the public. One of the points on which there appeared to be general agreement was that there should be a substantial limitation of the right of appeal.

The President emphasised the cordial relations which existed with the Liverpool Law Society and also with the Council of The Law Society, who were always prepared to give due weight to the views of both societies on any question of importance to the profession. He also commended to the notice of all solicitors in the district who were not already subscribers, the claims of the Solicitors Benevolent Association.

In conclusion, after thanking the members of the Council for the courtesy and support which he had received from them throughout his year of office, he expressed the hope that the membership of the Society would be still further increased, as in the work which it was doing on behalf of the profession in the north it deserved the support of every solicitor in its area.

The following Officers were elected for the ensuing year :— President, Mr. K. T. S. Dockray ; Vice-President, Mr. J. W. B. Hodgson; Hon. Treasurer, Mr. W. E. M. Mainprice; Hon. Secretary, Mr. A. H. Goulty.

The meeting terminated with a hearty vote of thanks to the retiring President for his address and for his services during the past year.

The Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting was held on the 20th July, at Weston Birt, Gloucestershire, under the chairmanship of Mr. H. H. Scott, of Gloucester, President. There were twenty-five other members present. The report and accounts were received and adopted. Mr. G. H. Pavey-Smith, of Nailsworth, was elected President for the ensuing year, and Mr. Neville G. Moore, of Tewkesbury, was elected Vice-President. The general committee, poor persons cases committee and library committee were elected. The sum of £21 was voted as a subscription to the Solicitors' Benevolent Association, and the sum of £34 was voted to relatives of late members in necessitous circumstances. Three new members were elected, making the number of members of the Society 145.

Parliamentary News.

Progress of Bills.

House of Lords.

The following Bills received the Royal Assent on 28th July:—

Aberdeen Harbour (Rates) Order Confirmation.
Adelphi Estate.
Administration of Justice (Miscellaneous Provisions).
Administration of Justice (Scotland).
Appropriation.
Barking Corporation.
Bootle Corporation.
Bridlington Corporation.
Burghead Burgh and Harbour Order Confirmation.
Canterbury Extension.
Church of Scotland (Property and Endowments) Amendment.
Dewsbury Corporation.
Dover Harbour.
Dundee Harbour and Tay Ferries Order Confirmation.
East Hull Gas.
Electricity (Supply).
Gas Light and Coke Company.
Grampian Electricity Supply Order Confirmation.
Grosvenor Estate.
Isle of Man (Customs).
Kingston-upon-Hull Corporation.
Knutsford Light and Water.
Leith Harbour and Docks Order Confirmation.
Local Government and Other Officers' Superannuation (Temporary Provisions).
London and North Eastern Railway Order Confirmation.
London Midland and Scottish Railway Order Confirmation.
Mablethorpe and Sutton Urban District Council.
Maldens and Coombe Urban District Council.
Manchester Royal Infirmary.
Manchester Ship Canal.
Middlesbrough Corporation.
Ministry of Health Provisional Order Confirmation (Chepping Wycombe).
Ministry of Health Provisional Order Confirmation (Ely, Holland and Norfolk).
Ministry of Health Provisional Order Confirmation (Luton Water).
Ministry of Health Provisional Order Confirmation (Mid-Glamorgan Water Board).
Ministry of Health Provisional Order Confirmation (South Somerset Joint Hospital District).
Ministry of Health Provisional Order Confirmation (Street).
Ministry of Health Provisional Order Confirmation (Wath, Swinton and District Joint Hospital District).
Ministry of Health Provisional Order Confirmation (Wrexham and East Denbighshire Water).
Ministry of Health Provisional Orders Confirmation (Maidstone and Stockton-on-Tees).
Pier and Harbour Provisional Orders Confirmation (Elgin and Lossiemouth and Southwold).
Plympton St. Mary Rural District Council.
Private Legislation Procedure (Scotland).
Rhondda Passenger Transport.
St. Helens Corporation.
Salford Corporation.
Samaritan Free Hospital for Women.
Sea-Fishing Industry.
Service of Process (Justices).
Sheffield Extension.
Slaughter of Animals.
South Metropolitan Gas.
Summary Jurisdiction (Appeals).
Trout (Scotland).
Wigan Corporation.
Wimbledon Corporation.

House of Commons.

Expiring Laws Continuance (No. 2) Bill.
Read First Time. [27th July.
Tithe Remission Bill.
Read First Time. [28th July.

Rules and Orders.

THE CHILDREN AND YOUNG PERSONS ACT, 1932 (DATE OF COMMENCEMENT) ORDER, 1933. DATED JULY 1, 1933.

Whereas by subsection (3) of section 90 of the Children and Young Persons Act, 1932,(*) it is enacted that the said Act shall come into operation on such date as the Secretary of State may appoint, and that the Secretary of State may appoint different dates for different purposes and different provisions of the said Act ;

And whereas by virtue of the Children and Young Persons Act, 1932 (Date of Commencement) Order (No. 1), 1932,(†) and the Children and Young Persons Act, 1932 (Date of Commencement) Order (No. 2), 1932,(‡) certain provisions of the said Act specified in the said orders have, for the purposes therein mentioned, come into operation ;

Now therefore I, the Right Honourable Sir John Gilmour, Baronet, one of His Majesty's Principal Secretaries of State, hereby order as follows :

1. The said Act, except section 51 thereof, shall, so far as not already in operation, come into operation for all purposes on the first day of November, nineteen hundred and thirty-three.

2. The Interpretation Act, 1889,(§) applies for the purpose of the interpretation of this Order as it applies for the purpose of the interpretation of an Act of Parliament.

3. This Order may be cited as the Children and Young Persons Act, 1932 (Date of Commencement) Order, 1933.

John Gilmour,
One of His Majesty's Principal Secretaries of State.

Whitehall,
July 1st, 1933.

* 22–3 G. 5. c. 46. † S.R. & O. 1932 (No. 850) p. 142.
‡ S.R. & O. 1932 (No. 1012) p. 143. § 52–3 V. c. 63.

OFFICIAL STATISTICS.

The Annual Guide to Current Official Statistics provides a very necessary key to the storehouse of statistical information contained in the hundreds of surveys, periodicals, returns and reports on a wide range of subjects which are published each year by Government Departments. It gives not only a list of the titles and prices of official publications containing statistics but also an extensive alphabetical index showing the nature and scope of the information available on each subject.

Volume Eleven of the Guide (price 1s. net, post free 1s. 5d., 344 pp.) has just been issued, and may be obtained direct from the sale offices of H.M. Stationery Office or through any bookseller.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to whom the names were submitted by the Lord Justice-General, to approve of the rank and dignity of King's Counsel to His Majesty in Scotland being conferred on Mr. THOMAS TROTTER, Advocate, Mr. THOMAS DAVID KING MURRAY, Advocate, and Mr. WILLIAM DONALD PATRICK, Advocate.

Sir Hilton Young, the Minister of Health, has appointed Dame JANET M. CAMPBELL, D.B.E., M.D., M.S., and Miss F. BARRIE LAMBERT, C.B.E., M.B., B.S., D.P.H., to be additional members of the Departmental Committee which he set up at the beginning of July to consider and report on the questions of the capital cost of construction and the annual cost of maintenance of various classes of public buildings provided by local authorities.

At a meeting of the Faculty of Solicitors of Inverness-shire held in Inverness, Mr. J. M. MIDDLETON, of the firm of Squair, Middleton & Co., was appointed Dean of the Faculty in place of the late Mr. D. F. Macdonald. Mr. Middleton is the oldest practising member of the Faculty.

Mr. HERBERT ECCLESTON NUTTER, solicitor, assistant town clerk of Preston, has been appointed Town Clerk of Preston. Mr. Nutter was admitted a solicitor in 1911.

Mr. WILLIAM THOMAS BEER, solicitor, deputy town clerk of Fulham, has been appointed Deputy Town Clerk of Stepney. Mr. Beer was admitted a solicitor in 1924.

Mr. WILLIAM SHAW, deputy clerk, has been appointed Clerk to the Manchester City Justices in succession to Mr. Robert Bell, who retires at the end of the present year.

Professional Announcements.

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SLUM CLEARANCE AND RECONDITIONING.

At the end of September and the beginning of October the Minister of Health proposes to visit the areas of certain local authorities in order to make closer contact with the personnel and work of the authorities. Amongst the conditions to which he will devote particular attention will be the practical and local aspects of slum clearance and reconditioning. His visit will coincide with the period during which housing authorities in general have been requested by the Minister to submit schemes for dealing with slums within a period of five years.

In the autumn of last year the Minister of Health paid similar visits to Tyneside and the Counties of Lancashire, Glamorgan, Monmouth and Brecon. This autumn the authorities to be visited will be for the most part county boroughs.

PRACTICE DEBATES.

Students and others desirous of attending practice debates during the Long Vacation are requested to communicate with the Hon. Organiser, Mr. E. Maitland Woolf, 13, The Avenue, Highams Park, Essex, E.4; Telephone Walthamstow 0157. The debates will be held at the Royal Courts of Justice, Strand, on Tuesday evenings. The fee for the session will be purely nominal.

THE REGISTRATION OF DWELLING-HOUSES.

The Secretary of State for Scotland has issued Regulations under s. 14, as read with s. 15, of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, prescribing the form of application by landlords for the registration of dwelling-houses under the Act. A circular explaining the registration provisions of the Act has been addressed to local authorities.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 17th August, 1933.

	Div. Months.	Middle Price 2nd Aug 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	107½	3 14 7	3 10 8
Consols 2½%	JAJO	72¼	3 9 2	—
War Loan 3½% 1952 or after	JD	99	3 10 8	—
Funding 4% Loan 1960-90	MN	109¾	3 12 11	3 8 10
Victory 4% Loan Av. life 29 years	MS	109	3 13 5	3 10 0
Conversion 5% Loan 1944-64	MN	116½	4 6 0	3 4 5
Conversion 4½% Loan 1940-44	JJ	109½	4 2 2	2 19 6
Conversion 3½% Loan 1961 or after	AO	99¼	3 10 6	—
Conversion 3% Loan 1948-53	MS	97⅛xd	3 1 9	3 3 11
Conversion 2½% Loan 1944-49	AO	93	2 13 9	3 1 3
Local Loans 3% Stock 1912 or after	JAJO	84¼	3 11 2	—
Bank Stock	AO	350½	3 8 6	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	74½	3 13 10	—
India 4½% 1950-55	MN	106½	4 4 6	3 19 4
India 3½% 1931 or after	JAJO	82½	4 4 10	—
India 3% 1948 or after	JAJO	70½	4 5 1	—
Sudan 4½% 1939-73	FA	108	4 3 4	2 17 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
Canada 3½% 1930-50	JJ	97	3 12 2	3 14 10
*Cape of Good Hope 3½% 1929-49	JJ	99	3 10 8	3 11 8
Natal 3% 1929-49	JJ	94	3 3 10	3 10 5
New South Wales 3½% 1930-50	JJ	92	3 16 1	4 3 4
*New South Wales 5% 1945-65	JD	105	4 15 3	4 9 1
*New Zealand 4½% 1948-58	MS	104xd	4 6 6	4 2 9
*New Zealand 5% 1946	JJ	106	4 14 4	4 6 11
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	110	4 10 11	3 18 9
*South Australia 5% 1945-75	JJ	106	4 14 4	4 7 0
Tasmania 3½% 1920-40	JJ	98	3 11 5	3 17 1
Victoria 3½% 1929-49	AO	93	3 15 3	4 2 0
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 9 3
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	114	4 7 9	3 14 0
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	71xd	3 10 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	83½xd	3 11 10	—
Manchester 3% 1941 or after	FA	84	3 11 5	—
Metropolitan Consd. 2½% 1920-49	MJSD	92xd	2 14 4	3 2 11
Metropolitan Water Board 3% "A" 1963-2003	AO	86	3 9 9	3 10 10
Do. do. 3% "B" 1934-2003	MS	86xd	3 9 9	3 10 10
Do. do. 3% "E" 1953-73	JJ	93	3 4 6	3 6 5
*Middlesex C.C. 3½% 1927-47	FA	100	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	113	3 19 8	3 9 5
Nottingham 3% Irredeemable	MN	84	3 11 5	—
*Stockton 5% 1946-66	JJ	112	4 9 3	3 16 2
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture	JJ	100½	3 19 7	—
Gt. Western Rly. 5% Rent Charge	FA	116½	4 5 10	—
Gt. Western Rly. 5% Preference	MA	94	5 6 5	—
‡L. & N.E. Rly. 4% Debenture	JJ	89	4 9 11	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	80½	4 19 5	—
‡L. Mid. & Scot. Rly. 4% Debenture	JJ	92½	4 6 6	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	85½	4 13 7	—
Southern Rly. 4% Debenture	JJ	100½	3 19 7	—
Southern Rly. 5% Guaranteed	MA	111	4 10 1	—
Southern Rly. 5% Preference	MA	98	5 2 0	—

* Not available to Trustees over par.

† In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

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